

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : JOHN W. PUTNAM
ET AL.

Docket No.: EH-10252B (02-216)

Serial No. : 10/082,956

Examiner : R. GORR

Filed : February 26, 2002 Art Unit : 1711

For : MIXABLE ROOM TEMPERATURE
CASTABLE POLYURETHANE SYSTEM

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SUBMISSION OF TERMINAL DISCLAIMER

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Commissioner for Patents
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Dear Sir:

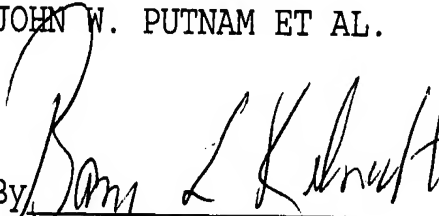
Attached hereto is a Terminal Disclaimer Under 35 C.F.R.
1.321(b) wherein the Applicant of the above-identified
application disclaims all that portion of any patent which issues
out of the instant application subsequent to the expiration date
of U.S. Patent No. 6,420,509 to the same inventors as herein and
assigned to a common assignee.

Please charge the Terminal Disclaimer fee to Deposit Account
No. 21-0279.

Deposit Account No. 21-0279. A duplicate copy of this paper is enclosed herewith in connection with any deposit account charge.

Respectfully submitted,

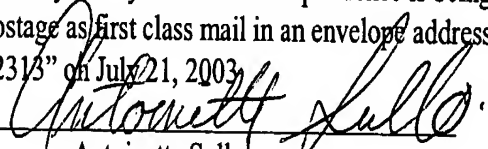
JOHN W. PUTNAM ET AL.

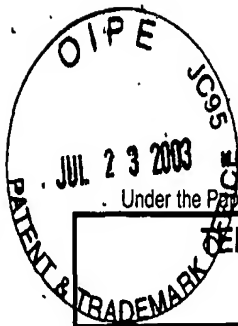


By Barry L. Kelmachter
Barry L. Kelmachter
Attorney for Applicants
Reg. No. 29,999
Tel: (203) 777-6628
Fax: (203) 865-0297

Date: July 21, 2003

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: "Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313" on July 21, 2003.


Antoinette Sullo

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING**

Docket Number (Optional)

REJECTION OVER A PRIOR PATENT

02-216

In re Application of: **JOHN W. PUTNAM ET AL.**Application No.: **10/082,956**Filed: **February 26, 2002**For: **MIXABLE ROOM TEMPERATURE CASTABLE POLYURETHANE SYSTEM****UNITED TECHNOLOGIES**The owner*, **CORPORATION**, of **100** percent interest in the instant application hereby

disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. **6,420,509**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

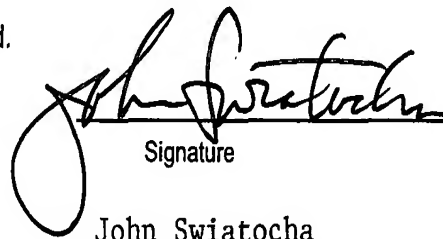
In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☒ For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☐ The undersigned is an attorney or agent of record.

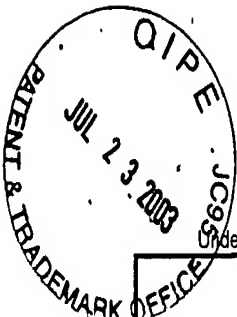
 **6/26/03**
Signature Date

John Swiatocha

Typed or printed name

360-565-5106

Telephone Number

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: JOHN W. PUTNAM ET AL.Application No./Patent No.: 10/082,956 Filed/Issue Date: February 26, 2002Entitled: MIXABLE ROOM TEMPERATURE CASTABLE POLYURETHANE SYSTEMUNITED TECHNOLOGIES CORPORATION, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or2. ☐ an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 011135, Frame 0382, or for which a copy thereof is attached.**OR**B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

June 26, 2003John Swiatocha

Date

Typed or printed name

ASSIGNMENT

WHEREAS, We, John W. Putnam, of 115 Lenox Drive, Glastonbury, Connecticut 06033, Laurence E. Bernat, of 1929 Route 198, Woodstock, Connecticut 06281, John P. Wesson, of 39 Donnell Road, Vernon, Connecticut 06066, and John H. Vontell, of 143 Carter Street, Manchester, Connecticut 06040, have invented certain improvements in A MIXABLE ROOM TEMPERATURE CASTABLE POLYURETHANE SYSTEM, identified as Attorney Docket No. 00-574, and described in a patent application executed by the undersigned on the dates set after the signatures hereto, being owners of all right, title and interest in and to said application and in and to any invention described therein, free from all prior assignments, agreements, licenses, mortgages, or other encumbrances whatsoever, and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, UNITED TECHNOLOGIES CORPORATION, of Hartford, Connecticut, a corporation of the State of Delaware (assignee) is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is

and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agrees, without any further payment or compensation by said assignee or its successors and assigns, to communicate to said assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said assignee, its successors and assigns.

IN TESTIMONY WHEREOF, the undersigned have-hereunto set
their hand and seal on the date after their signature.

(L.S.) John W. Putnam
John W. Putnam

9/19/00
Date

(L.S.) Laurence E. Bernat
Laurence E. Bernat

9/20/00
Date

(L.S.) John P. Wesson
John P. Wesson

9/19/00
Date

(L.S.) John H. Vontell
John H. Vontell

9/19/00
Date